

# **EXHIBIT 5**

54  
11-12



# Trident Steel Corporation

12825 Flushing Meadows Drive, Suite 110  
St. Louis, MO 63131  
Telephone: 314-822-0500 • Telefax: 314-984-8700

## INVOICE

PAGE 1



INVOICE NO.  
P2639L -IN  
11/01/13

### Remit To: TRIDENT STEEL CORP.

Post Office Box 798279  
Saint Louis, MO 63179-8000

NOV - 4 2013

INVOICE DATE  
ORDER NUMBER P2639  
ORDER DATE 11/30/13  
SALESPERSON 0015  
CUSTOMER NO 01-0002183  
Daniel Nelson

### SOLD TO:

Calyx Energy LLC  
6901 S. Pierce Street  
Suite 270  
Littleton CO 80128

### SHIP TO:

Delivered  
Perkins, OK OSCL  
Payne County, OK  
Ship Date: 10/30/13

### CONFIRM TO:

John Podowski

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
See Lease	DEL	Perkins, OK	Net 45 Days

ITEM	QUANTITY SHIPPED	PRICE	AMOUNT
Lease: UBANK 11-2 WX AFE #: D0208  New API Oilwell Casing			
05121700PHBAJ*0 TSB 5 1/2x17# HCP BTC A-JU BEST *0	13544.90	13.2500	179,469.93
05121700PHBAJ*J TSB 5 1/2x17# HCP BTC A-JU BEST *J	321.00	.0000	.00

Tallies attached.

Voucher per JFS  
but keep on hold.  
JP to sign up

THIS INVOICE HAS BEEN APPROVED	
BY	
DATE	11-11-13
COST CENTER	F106
ACCT CODE	1200.130

DUE DATE	12/16/13	NET INVOICE	179,469.93
DISC. DATE		FREIGHT	.00
		SALES TAX	9,535.24
		INVOICE TOTAL	189,005.17

1310-AP-94

\*\* NOTE: TERMS AND CONDITIONS OF SALE ARE LISTED ON REVERSE SIDE OF THIS INVOICE.\*\*

CALYX & AEW 141209  
White Star's Motion for  
Partial Summary Judgment  
Exhibit "5"  
Page 2 of 9

### **TERMS AND CONDITIONS OF SALE**

1. The rights and duties of Seller (Trident Steel Corporation) and Buyer (indicated above) shall be governed exclusively by the terms and conditions contained in this Invoice. These terms and conditions may not be added to, modified, superseded or otherwise altered except by written instrument signed by an authorized representative of Seller. These terms and conditions shall be deemed accepted by Buyer if not altered by such a written instrument. These terms and conditions shall prevail insofar as they may conflict with the terms and conditions set forth in Buyer's purchase order. Properly signed bills of lading shall constitute delivery.

2. **SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, LIQUIDATED, SPECIAL, CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF THIS TRANSACTION.** Seller shall not be liable for any loss or damage arising out of delays in Seller's performance which are caused by factors beyond its control. No product may be returned to Seller without prior written permission from Seller. Claims of defects in products must be received by Seller within ten (10) days from the date said products are delivered to Buyer.

3. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS INVOICE. SELLER MAKES NO SPECIFIC WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. Buyer agrees to the price and payment terms contained in this Invoice. Buyer agrees to pay interest on overdue balances at the rate of 1.5% per month. Buyer agrees to pay all costs and expenses (including court costs, reasonable attorney's fees and litigation expenses) incurred by Seller in connection with the enforcement of any provision of this agreement. The parties agree that the laws of the State of Missouri and the Uniform Commercial Code, as adopted by the State of Missouri, shall govern the construction, operation, performance and enforcement of this agreement, and Buyer hereby consents to the jurisdiction of the courts of the Circuit Court of St. Louis County, Missouri should any dispute arise between the parties concerning this agreement.

5. Notwithstanding the foregoing, Seller and Buyer agree that any controversy or claim arising out of this order shall be settled by arbitration administered in Houston, Harris County, Texas, pursuant to a single arbitrator arbitration proceeding administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered and enforced in any court having jurisdiction thereof.

## INVOICE

PAGE 1

**Trident Steel Corporation**

12825 Flushing Meadows Drive, Suite 110  
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Telephone: 314-822-0500 • Telefax: 314-984-8700



INVOICE NO.  
P2639L -IN  
11/01/13

**Remit To: TRIDENT STEEL CORP.**

Post Office Box 798279  
Saint Louis, MO 63179-8000

NOV - 4 2013

INVOICE DATE  
ORDER NUMBER  
ORDER DATE  
SALESPERSON  
CUSTOMER NO

P2639  
12/30/13  
0015  
01-0002183  
Daniel Nelson

**SOLD TO:**

Calyx Energy LLC  
6901 S. Pierce Street  
Suite 270  
Littleton CO 80128

**SHIP TO:**

Delivered  
Perkins, OK OSCL  
Payne County, OK  
Ship Date: 10/30/13

**CONFIRM TO:**

John Podowski

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
See Lease	DEL	Perkins, OK	Net 45 Days

ITEM	QUANTITY SHIPPED	PRICE	AMOUNT
Lease: UBANK 11-2 WX AFE #: D0208  New API Oilwell Casing			
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05121700PHBAJ*J TSB 5 1/2x17# HCP BTC A-JU BEST *J	321.00	.0000	.00

Tallies attached.

**APPROVED**

By John Podowski at 8:25 am, Jan 06, 2014

THIS INVOICE HAS BEEN APPROVED	
BY	
DATE	11-11-13
COST CENTER	F106
ACCT CODE	1200.130

DUE DATE	12/16/13	NET INVOICE	179,469.93
DISC. DATE		FREIGHT	.00
		SALES TAX	9,535.24
		INVOICE TOTAL	189,005.17

**\*\* NOTE: TERMS AND CONDITIONS OF SALE ARE LISTED ON REVERSE SIDE OF THIS INVOICE.\*\***

**CALYX & AEW 141211**  
White Star's Motion for  
Partial Summary Judgment  
Exhibit "5"  
Page 4 of 9

# TALLY REPORT

Tubular Services  
15938 Bear Bayou  
Channelview, TX USA 77530

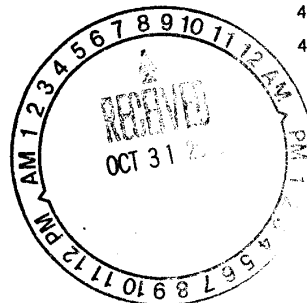
TRIDENT

Work Order No: BB014267  
BILL OF LADING: BB014267  
RELEASE #: P-2639-L  
SHIP VIA: HOFFMAN

Carrier: 31

New, 5 1/2, 17, P-110HC, BTC, A-JU BESTEEL  
REPORT FILTERED ON ALL

Tally #	Length	Total	Tally #	Length	Total
1	42.07	42.07	37	42.23	1560.14
2	42.04	84.11	38	42.33	1602.47
3	42.03	126.14	39	42.30	1644.77
4	42.03	168.17	40	42.40	1687.17
5	42.03	210.20	41	42.22	1729.39
6	41.94	252.14	42	42.37	1771.76
7	41.95	294.09	43	42.26	1814.02
8	42.12	336.21	44	42.35	1856.37
9	41.96	378.17	45	42.24	1898.61
10	42.05	420.22	46	42.29	1940.90
11	42.08	462.30	47	42.22	1983.12
12	42.18	504.48	48	42.32	2025.44
13	42.12	546.60	49	42.21	2067.65
14	42.28	588.88	50	42.30	2109.95
15	42.21	631.09	51	42.21	2152.16
16	42.16	673.25	52	42.29	2194.45
17	42.22	715.47	53	42.22	2236.67
18	42.17	757.64	54	42.28	2278.95
19	42.33	799.97	55	42.21	2321.16
20	42.24	842.21	56	42.29	2363.45
21	42.14	884.35	57	42.21	2405.66
22	42.27	926.62	58	42.27	2447.93
23	42.14	968.76	59	42.21	2490.14
24	42.28	1011.04	60	42.26	2532.40
25	42.21	1053.25	61	42.18	2574.58
26	42.17	1095.42	62	42.28	2616.86
27	42.29	1137.71	63	42.24	2659.10
28	42.28	1179.99	64	41.52	2700.62
29	42.28	1222.27			
30	42.18	1264.45			
31	42.21	1306.66			
32	42.18	1348.84			
33	42.30	1391.14			
34	42.22	1433.36			
35	42.27	1475.63			
36	42.28	1517.91			



10/30/2013

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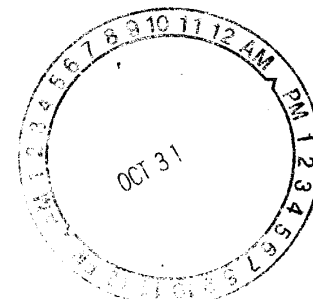
Page 1  
End Of Report

CALYX & AEW 141212  
White Star's Motion for  
Partial Summary Judgment  
Exhibit "5"  
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# TALLY REPORT

Tubular Services 15938 Bear Bayou Channelview, TX USA 77530	Work Order No: BB014262 BILL OF LADING: BB014262 RELEASE #: P-2639-L SHIP VIA: HOFFMAN
TRIDENT	Carrier: 23
New,51/2,17,P110HC,BTC,AJU BESTEEL REPORT FILTERED ON ALL	

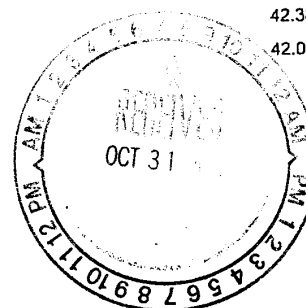
Tally #	Length	Total	Tally #	Length	Total
1	42.13	42.13	37	42.18	1563.72
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3	42.54	127.03	39	42.03	1648.22
4	41.96	168.99	40	42.42	1690.64
5	42.33	211.32	41	42.47	1733.11
6	42.51	253.83	42	42.32	1775.43
7	42.03	295.86	43	41.98	1817.41
8	42.40	338.26	44	42.26	1859.67
9	42.51	380.77	45	42.49	1902.16
10	42.04	422.81	46	42.52	1944.68
11	42.24	465.05	47	42.22	1986.90
12	42.46	507.51	48	42.12	2029.02
13	42.12	549.63	49	42.37	2071.39
14	42.32	591.95	50	42.10	2113.49
15	42.50	634.45	51	42.46	2155.95
16	42.10	676.55	52	41.94	2197.89
17	42.46	719.01	53	42.28	2240.17
18	42.05	761.06	54	42.45	2282.62
19	42.46	803.52	55	42.10	2324.72
20	42.49	846.01	56	42.29	2367.01
21	41.99	888.00	57	42.16	2409.17
22	42.27	930.27	58	42.10	2451.27
23	42.17	972.44	59	42.40	2493.67
24	42.51	1014.95	60	42.16	2535.83
25	41.93	1056.88	61	42.45	2578.28
26	42.38	1099.26	62	42.00	2620.28
27	42.46	1141.72	63	42.22	2662.50
28	42.13	1183.85	64	42.46	2704.96
29	42.47	1226.32			
30	42.00	1268.32			
31	42.38	1310.70			
32	41.98	1352.68			
33	42.35	1395.03			
34	41.91	1436.94			
35	42.18	1479.12			
36	42.42	1521.54			



# TALLY REPORT

Tubular Services 15938 Bear Bayou Channelview, TX USA 77530	Work Order No: BB014258 BILL OF LADING: BB014258 RELEASE #: P-2639-L SHIP VIA: HOFFMAN
TRIDENT	Carrier: 65
New, 51/2, 17, P110HC, BTC, AJU BESTEEL REPORT FILTERED ON ALL	

Tally #	Length	Total	Tally #	Length	Total
1	42.02	42.02	37	42.37	1564.00
2	42.42	84.44	38	41.98	1605.98
3	42.14	126.58	39	42.17	1648.15
4	42.47	169.05	40	42.42	1690.57
5	42.47	211.52	41	42.16	1732.73
6	41.96	253.48	42	42.43	1775.16
7	42.29	295.77	43	41.95	1817.11
8	42.46	338.23	44	42.19	1859.30
9	42.29	380.52	45	42.43	1901.73
10	42.59	423.11	46	42.10	1943.83
11	42.18	465.29	47	42.30	1986.13
12	42.48	507.77	48	42.10	2028.23
13	42.09	549.86	49	42.36	2070.59
14	42.31	592.17	50	42.17	2112.76
15	42.40	634.57	51	42.38	2155.14
16	42.14	676.71	52	42.02	2197.16
17	42.45	719.16	53	42.27	2239.43
18	42.32	761.48	54	42.08	2281.51
19	42.49	803.97	55	42.30	2323.81
20	42.09	846.06	56	42.47	2366.28
21	42.31	888.37	57	42.08	2408.36
22	41.96	930.33	58	42.35	2450.71
23	42.19	972.52	59	42.07	2492.78
24	42.42	1014.94	60	42.50	2535.28
25	42.15	1057.09	61	42.05	2577.33
26	42.45	1099.54	62	42.35	2619.68
27	42.15	1141.69	63	42.38	2662.06
28	42.37	1184.06	64	42.05	2704.11
29	42.13	1226.19			
30	42.19	1268.38			
31	42.02	1310.40			
32	42.38	1352.78			
33	42.04	1394.82			
34	42.51	1437.33			
35	42.07	1479.40			
36	42.23	1521.63			



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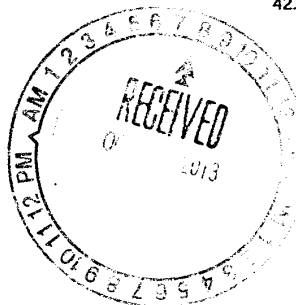
Page 1  
End Of Report

**CALYX & AEW 141214**  
 White Star's Motion for  
 Partial Summary Judgment  
 Exhibit "5"  
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# TALLY REPORT

Tubular Services 15938 Bear Bayou Channelview, TX USA 77530	Work Order No: BB014261 BILL OF LADING: BB014261 RELEASE #: P-2639-L SHIP VIA: HOFFMAN
TRIDENT	Carrier: 432
New, 51/2, 17, P110HC, BTC, AJU BESTEEL REPORT FILTERED ON ALL	

Tally #	Length	Total	Tally #	Length	Total
1	42.87	42.87	37	41.97	1570.22
2	42.64	85.51	38	42.26	1612.48
3	42.84	128.35	39	42.47	1654.95
4	42.70	171.05	40	42.15	1697.10
5	42.87	213.92	41	42.47	1739.57
6	42.61	256.53	42	42.00	1781.57
7	42.85	299.38	43	42.32	1823.89
8	42.54	341.92	44	42.31	1866.20
9	42.87	384.79	45	41.94	1908.14
10	42.56	427.35	46	42.27	1950.41
11	42.83	470.18	47	42.51	1992.92
12	42.38	512.56	48	42.10	2035.02
13	42.69	555.25	49	42.19	2077.21
14	42.29	597.54	50	42.57	2119.78
15	42.68	640.22	51	42.15	2161.93
16	42.19	682.41	52	42.35	2204.28
17	42.42	724.83	53	42.02	2246.30
18	42.00	766.83	54	42.15	2288.45
19	42.36	809.19	55	42.29	2330.74
20	42.22	851.41	56	42.36	2373.10
21	42.59	894.00	57	42.19	2415.29
22	42.33	936.33	58	42.42	2457.71
23	42.48	978.81	59	42.42	2500.13
24	42.03	1020.84	60	42.19	2542.32
25	42.47	1063.31	61	42.45	2584.77
26	42.16	1105.47	62	42.16	2626.93
27	42.52	1147.99	63	42.43	2669.36
28	42.15	1190.14	64	42.14	2711.50
29	42.30	1232.44			
30	42.27	1274.71			
31	42.12	1316.83			
32	42.45	1359.28			
33	42.26	1401.54			
34	42.43	1443.97			
35	41.88	1485.85			
36	42.40	1528.25			



10/30/2013

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**CALYX & AEW 141215**  
 White Star's Motion for  
 Partial Summary Judgment  
 Exhibit "5"  
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# TALLY REPORT

Tubular Services 15938 Bear Bayou Channelview, TX USA 77530	Work Order No: BB014257 BILL OF LADING: BB014257 RELEASE #: P-2639-L SHIP VIA: HOFFMAN
TRIDENT	Carrier: 46
New,51/2,17,P110HC,BTC,AJU BESTEEL REPORT FILTERED ON ALL	

Tally #	Length	Total	Tally #	Length	Total
1	42.63	42.63	37	41.22	1547.04
2	42.61	85.24	38	41.07	1588.11
3	42.48	127.72	39	41.78	1629.89
4	42.32	170.04	40	41.97	1671.86
5	41.31	211.35	41	41.76	1713.62
6	41.70	253.05	42	42.04	1755.66
7	41.54	294.59	43	41.79	1797.45
8	41.96	336.55	44	41.46	1838.91
9	41.38	377.93	45	41.91	1880.82
10	41.96	419.89	46	41.99	1922.81
11	40.92	460.81	47	41.83	1964.64
12	42.94	503.75	48	41.67	2006.31
13	42.62	546.37	49	41.88	2048.19
14	42.56	588.93	50	42.52	2090.71
15	42.88	631.81	51	42.68	2133.39
16	41.13	672.94	52	42.56	2175.95
17	40.79	713.73	53	42.35	2218.30
18	41.07	754.80	54	42.60	2260.90
19	41.78	796.58	55	42.24	2303.14
20	41.02	837.60	56	41.96	2345.10
21	42.30	879.90	57	41.72	2386.82
22	41.89	921.79	58	41.97	2428.79
23	41.93	963.72	59	42.22	2471.01
24	40.68	1004.40	60	42.45	2513.46
25	41.02	1045.42	61	42.21	2555.67
26	40.92	1086.34	62	41.90	2597.57
27	41.62	1127.96	63	42.23	2639.80
28	41.45	1169.41	64	42.18	2681.98
29	41.93	1211.34	65	41.73	2723.71
30	42.00	1253.34			
31	42.51	1295.85			
32	43.04	1338.89			
33	41.94	1380.83			
34	41.88	1422.71			
35	42.10	1464.81			
36	41.01	1505.82			



10/30/2013

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Page 1  
End Of Report

**CALYX & AEW 141216**  
 White Star's Motion for  
 Partial Summary Judgment  
 Exhibit "5"  
 Page 9 of 9